

1 BOIES, SCHILLER & FLEXNER LLP
2 RICHARD J. POCKER (NV Bar No. 3568)
3 300 South Fourth Street, Suite 800
4 Las Vegas, NV 89101
5 Telephone: (702) 382-7300
6 Facsimile: (702) 382-2755
7 rpocker@bsfllp.com

8 BOIES, SCHILLER & FLEXNER LLP
9 STEVEN C. HOLTZMAN (*pro hac vice*)
10 FRED NORTON (*pro hac vice*)
11 KIERAN P. RINGGENBERG (*pro hac vice*)
12 1999 Harrison Street, Suite 900
13 Oakland, CA 94612
14 Telephone: (510) 874-1000
15 Facsimile: (510) 874-1460
16 sholtzman@bsfllp.com
17 fnorton@bsfllp.com
18 kringgenberg@bsfllp.com

19 Attorneys for Plaintiffs Oracle USA, Inc., Oracle
20 America, Inc., and Oracle International Corp.

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22 UNITED STATES DISTRICT COURT
23 DISTRICT OF NEVADA

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25 ORACLE USA, INC., a Colorado corporation;
26 ORACLE AMERICA, INC., a Delaware
27 corporation; and ORACLE
28 INTERNATIONAL CORPORATION, a
California corporation,

29 Plaintiffs,

30 v.

31 RIMINI STREET, INC., a Nevada
32 corporation; SETH RAVIN, an individual

33 Defendants.

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39 BINGHAM MCCUTCHEN LLP
40 GEOFFREY M. HOWARD (*pro hac vice*)
41 THOMAS S. HIXSON (*pro hac vice*)
42 KRISTEN A. PALUMBO (*pro hac vice*)
43 Three Embarcadero Center
44 San Francisco, CA 94111-4067
45 Telephone: 415.393.2000
46 Facsimile: 415.393.2286
47 geoff.howard@bingham.com
48 thomas.hixson@bingham.com
49 kristen.palumbo@bingham.com

50 DORIAN DALEY (*pro hac vice*)
51 DEBORAH K. MILLER (*pro hac vice*)
52 JAMES C. MAROULIS (*pro hac vice*)
53 ORACLE CORPORATION
54 500 Oracle Parkway
55 M/S 5op7
56 Redwood City, CA 94070
57 Telephone: 650.506.4846
58 Facsimile: 650.506.7114
59 dorian.daley@oracle.com
60 deborah.miller@oracle.com
61 jim.maroulis@oracle.com

62 Case No. 2: 10-cv-0106-LRH-PAL

63 **DECLARATION OF GEOFFREY M.
64 HOWARD IN SUPPORT OF
65 PLAINTIFFS' REPLY IN SUPPORT
66 OF MOTION TO MODIFY
67 PROTECTIVE ORDER**

68 [REDACTED]

1 I, Geoffrey M. Howard, declare:

2 1. I am a member of the State Bar of California and have been admitted *pro
3 hac vice* to appear before this Court. I am a partner of Bingham McCutchen, LLP, attorneys for
4 Plaintiffs Oracle USA, Inc., Oracle America, Inc., and Oracle International Corporation in this
5 action (“Oracle”). I make this declaration In Support of Reply to Plaintiffs’ Notice of Motion
6 and Motion and Application to Modify Protective Order. The facts stated here are within my
7 personal knowledge, and I could and would testify competently to them if required.

8 2. Attached as **Exhibit A** are true and correct excerpts from the transcript of
9 the December 1, 2011 deposition of Paul Simmons, CedarCrestone’s corporate representative.
10 These excerpts represent some of the testimony which give rise to Oracle’s belief that
11 [REDACTED]

12 3. On February 14, 2011, Oracle hand-served a subpoena for the production
13 of documents on CedarCrestone. The date for compliance with the subpoena was March 7,
14 2011. CedarCrestone did not produce documents in response to the subpoena or serve any
15 objections to the subpoena prior to March 7, 2011. CedarCrestone first objected to the subpoena
16 on April 14 2011. Attached as **Exhibit B** is a true and correct copy of the “objection” dated
17 April 14, 2011.

18 4. Oracle and CedarCrestone negotiated the document subpoena between
19 April 15 and June 24, 2011. On June 24, 2011, CedarCrestone informed Oracle that it would
20 only comply with the subpoena if Oracle agreed to substantially modify the Protective Order.
21 Attached as **Exhibit C** is a true and correct copy of an email and attachment from Alan
22 Tannenwald, counsel for CedarCrestone, to Chad Russell on June 24, 2011 that contains
23 CedarCrestone’s proposed Protective Order modifications. The subject of the email is “Oracle
24 USA, et al. v. Rimini Street, et al.” The name of the attached file is
25 “CedarCrestone_Rimini_Supplemental Stipulation of Confidentiality Between CedarCrestone
26 and Rimini S (4).”

28

1 5. Having served the subpoena over four months ago, and faced with what it
2 considered unreasonable proposed Protective Order terms, Oracle moved to compel
3 CedarCrestone's compliance with the subpoena. Oracle's motion is at Docket number 156.

4 6. Upon receipt of Oracle's motion, CedarCrestone agreed to comply with
5 the subpoena with only minor modifications to the existing Protective Order. The stipulated
6 modifications are attached as Exhibit C to the Declaration of Chad Russell, filed in support of
7 Oracle's Motion to Modify Protective Order at Docket Number 273-3. Based on this agreement,
8 Oracle withdrew its motion to compel.

9 7. Beginning in February 2012, after Oracle deposed Mr. Simmons using
10 documents produced by CedarCrestone in response to Oracle subpoena, counsel for Oracle
11 initiated discussions with CedarCrestone's counsel and ultimately arranged for a series of
12 meetings between corporate representatives of both parties. The purpose of these meetings was,
13 at Oracle's request, to discuss the legality of CedarCrestone's business practices and to
14 informally resolve Oracle's concerns about them based on the discovery provided by
15 CedarCrestone. In advance of these meetings, CedarCrestone requested that Oracle's corporate
16 representatives have "subject matter expertise" with respect to the dispute between the parties in
17 order to facilitate the discussions between the parties.

18 8. To ensure that there could be no assertion that Oracle was improperly
19 using information designated under the Protective Order for a purpose unrelated to the
20 Oracle/Rimini Street litigation, Oracle requested CedarCrestone's permission to "to be released
21 from the obligations imposed by the protective order as to the CedarCrestone document
22 production and the CedarCrestone deposition testimony in the Oracle v. Rimini matter, and that
23 [Oracle] can, for example, freely discuss the content of the documents and deposition testimony
24 within Oracle". CedarCrestone agreed. Attached as **Exhibit D** is a true and correct copy of an
25 email exchange between Bob Gill, counsel to CedarCrestone, and myself between January 26,
26 2012 and February 17, 2012. The subject of these emails is Re: Oracle USA, Inc. et al. v. Rimini
27 Street, Inc. and Seth Ravin.

1 9. Based on Oracle's review of the CedarCrestone documents and testimony,
2 as well as its own investigation, Oracle believes that [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]

22 11. Throughout the discussions between the parties, Oracle has requested an
23 immediate end to CedarCrestone's infringing activities. CedarCrestone has never agreed to stop
24 certain activities, and has refused to give a date certain for when it will stop others.

25 12. Attached as **Exhibit E** is a true and correct copy of the Oracle
26 PartnerNetwork Worldwide Agreement that CedarCrestone has entered into with Oracle.
27 Portions of Exhibit E are highlighted to assist the Court in identifying the information relevant to
28 Oracle's motion.

1 13. Attached as **Exhibit F** is a true and correct copy of the Oracle
2 PartnerNetwork Partner Code of Conduct and Business Ethics, *available at*
3 [http://www.oracle.com/partners/en/how-to-do-business/opn-agreements-and-
4 policies/019520.pdf](http://www.oracle.com/partners/en/how-to-do-business/opn-agreements-and-policies/019520.pdf). Portions of Exhibit F are highlighted to assist the Court in identifying the
5 information relevant to Oracle's motion.

6 I declare under penalty of perjury under the laws of the United States that the foregoing is
7 true and correct. Executed this 25th day of June, 2012 in San Francisco, California.

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By: /s/ Geoffrey M. Howard
10 Geoffrey M. Howard

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